

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

ANSWER

Plaintiff,

-against-

07 CIV 4084

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

The defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, by their attorneys, The Law Offices of Edward Garfinkel, as and for an answer to the complaint of the plaintiff herein, respectfully alleges upon information and belief:

BACKGROUND

FIRST. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs **1, 2, 3 and 4** of the complaint.

JURISDICTION AND VENUE

SECOND. Denies paragraphs **5 and 6** of the complaint and respectfully refers all questions of law to the court.

THE PARTIES

THIRD. Admits paragraphs **10 and 14** of the complaint.

FOURTH. Denies knowledge or information sufficient to form a belief as to the allegations

contained in paragraphs **7, 8, 9, 12, 13, 16, 17, 18 and 19** of the complaint.

FIFTH. Denies paragraph **11** of the complaint and respectfully refers all questions of law to the court.

SIXTH. Denies each and every allegation set forth in paragraph **15** of the complaint except admits that Sciame Construction was the construction manager.

LOSS

SEVENTH. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraph **27** of the complaint.

EIGHTH. Denies knowledge or information sufficient to form a belief as to the allegations contained in paragraphs **20, 21, 22, 23, 24, 25 and 26** of the complaint and respectfully refers all questions of law to the court.

NINTH. Denies paragraphs **28, 29, 30 and 31** of the complaint and respectfully refers all questions of law to the court.

FIRST CLAIM FOR RELIEF AGAINST ALL DEFENDANTS

TENTH. Repeats the admissions and denials to the paragraph of the complaint repeated and re-alleged in paragraph **32** of the complaint.

ELEVENTH. Denies paragraphs **34, 35 and 36** of the complaint.

TWELFTH. Denies paragraph **33** of the complaint and respectfully refers all questions of law to the court.

SECOND CAUSE OF ACTION FOR RELIEF AGAINST ALL DEFENDANTS

THIRTEENTH. Repeats the admissions and denials to the paragraph of the complaint repeated and re-alleged in paragraph **37** of the complaint.

FOURTEENTH. Denies paragraphs **39 and 40** of the complaint.

FIFTEENTH. Denies paragraph **38** of the complaint and respectfully refers all questions of law to the court.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

That the injuries and damages to the plaintiff(s) were caused in whole or in part or were contributed to by the culpable conduct and want of care on the part of the plaintiff(s) and any such alleged damages should be fully or partially diminished by said culpable conduct and want of care pursuant to CPLR Article 14-A.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

That the plaintiff's cause of action is barred by the applicable statute of limitations.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

That the plaintiff(s) failed to mitigate plaintiff's damages.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

That the plaintiff(s) herein has failed to name a party who is a necessary party and indispensable to this suit.

**AS AND FOR A CROSS-CLAIM FOR CONTRIBUTION
AND/OR INDEMNIFICATION AGAINST THE CO-
DEFENDANTS, LANGAN ENGINEERING &
ENVIRONMENTAL SERVICES, INC., POLSHEK
PARTNERSHIP, LLP and CANTOR SEINUK GROUP, INC.,
THE DEFENDANTS, MAYRICH CONSTRUCTION CORP.
and F.J. SCIAME CONSTRUCTION CO., INC., ALLEGES:**

That any injuries and damages sustained by the plaintiff(s) herein as a result of the alleged incident described in the plaintiff's Complaint were sustained in whole or in part by reason of the negligence or other breach of duty on the part of the co-defendants, **LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK GROUP, INC.**

That if it is determined that the defendants, **MAYRICH CONSTRUCTION CORP.** and **F.J. SCIAME CONSTRUCTION CO, INC.**, is liable in any degree to the plaintiff(s), whether because of negligence, by operation of law or any other reason, the defendants, **MAYRICH CONSTRUCTION CORP.** and **F.J. SCIAME CONSTRUCTION CO, INC.**, is entitled to have the liability apportioned among and between the defendants by way of contribution and/or is entitled to be indemnified by one or more of said co-defendants.

**AS AND FOR A CROSS-CLAIM FOR INDEMNIFICATION
AGAINST THE CO-DEFENDANTS, LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES, INC.,
POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK
GROUP, INC.. THE DEFENDANTS, MAYRICH
CONSTRUCTION CORP. and F.J. SCIAME
CONSTRUCTION CO, INC., ALLEGES:**

That on or before March 1, 2005, the defendants, **MAYRICH CONSTRUCTION CORP.** and **F.J. SCIAME CONSTRUCTION CO, INC.**, entered into an agreement with co-defendants, **LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.**, **POLSHEK PARTNERSHIP, LLP** and **CANTOR SEINUK GROUP, INC.**, whereby said co-defendant(s) agreed to indemnify and hold defendant harmless in the event any suit or claim for personal injuries, property damage and/or wrongful death was made as a result of the work being done pursuant to said agreement.

That said agreement was in full force and effect on March 1, 2005.

That the claims being made by the plaintiff(s) herein, if true, will entitle the defendants, **MAYRICH CONSTRUCTION CORP.** and **F.J. SCIAME CONSTRUCTION CO, INC.**, to be indemnified and held harmless as aforesaid.

**AS AND FOR A CROSS-CLAIM FOR INDEMNIFICATION
AGAINST THE CO-DEFENDANTS, LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES, INC.,
POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK
GROUP, INC., THE DEFENDANTS, MAYRICH
CONSTRUCTION CORP. and F.J. SCIAME
CONSTRUCTION CO, INC., ALLEGES:**

That on or before March 1, 2005, the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, entered into an agreement with the co-defendants, **LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK GROUP, INC.**, whereby said co-defendant(s) agreed to purchase insurance providing coverage for the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, for part or all of the loss or injury claimed by the plaintiff herein.

That said agreement was in full force and effect on March 1, 2005.

That the co-defendant(s) failed to provide such insurance as required by the said agreement.

That, therefore, the co-defendant(s) is liable to the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, to the extent of any such insurance coverage which should have been purchased to protect the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, in the event that any recovery is had against the answering defendant(s).

WHEREFORE, the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, demands judgment dismissing the Complaint of the plaintiff(s) herein with costs and further demands and that the ultimate rights of the defendant(s), **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**,

and the co-defendants, **LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK GROUP, INC.**, be determined as between themselves in that the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, have judgment over and against the co-defendants, **LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC., POLSHEK PARTNERSHIP, LLP and CANTOR SEINUK GROUP, INC.**, for indemnification and/or contribution in whole or in part, for the amount of any sum which may be recovered herein against the defendants, **MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC.**, together with attorneys' fees and the costs and disbursements of this action.

Dated: New York, New York
July 26, 2007

Yours etc.,
THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

TO:

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

INTERROGATORIES

COUNSELLOR(S):

PLEASE TAKE NOTICE that these interrogatories shall be deemed continuing so as to require Supplemental Answers if additional information is obtained of a character called for by the interrogatories herein between the time the answers are served and the time of trial.

1. The exact date and approximate time of day of the occurrence.
2. The approximate location of the happening of the occurrence in sufficient detail so as to permit accurate identification.
3. A precise statement of all acts or omissions constituting the negligence claimed.
4. State how it is claimed the accident occurred.
5. Whether actual or constructive notice is claimed.
6. If actual notice is claimed, then set forth following:
7. The names of the employees, agents and/or servants of the defendant to whom it will be alleged said actual notice was given.

8. By whom it will be claimed that said actual notice was given on each occasion aforesaid.
9. The date or dates of each said notice.
10. The place said actual notice was given.
11. If constructive notice is claimed, the length of time said condition is alleged to have existed prior to the happening of the alleged occurrence.
12. Set forth an itemized statement describing the nature of each item of damages alleged to have been sustained to the property of the plaintiff(s).
13. Set forth an itemized statement of the alleged reasonable value to repair each item of damage, separately stating the amounts for parts and labor.
14. The date each alleged repair was made and the nature of each alleged repair (separately listing those made and those yet to be made).
15. The name and address of each person or corporation which allegedly made, or is to make, each repair (separately listing those made, and those to be made).
16. If the plaintiff(s) claim that the property was sold or otherwise transferred to another as a result of this accident, state:
 17. The name and address of the person or corporation to whom the property was transferred or sold;
 18. The amount received by plaintiff(s) for the property;
 19. The other consideration, if any, for the transfer or sale;
 20. The date of the transfer or sale.
21. The approximate date, the place of the purchase, and the cost of each item of property allegedly damaged and:
 22. The reasonable value of each such item of property immediately after the alleged accident.

23. The reasonable value of each item of property immediately prior to the alleged accident.
24. Whether plaintiff(s) will claim as damage either the reasonable cost of repair, or the diminution in value of the property from immediately before to immediately after the occurrence.
25. Who was the owner of each item of damaged property.
26. State the date of any alleged repair.
27. State the nature and cost of each item of repair.
28. State the place and persons who effectuated the repairs.
29. State the value of the items before the alleged accident and after the alleged accident.
30. Annex copies of all repair bills and dates paid.
31. State the date when the plaintiff(s) issued the policy of insurance and the expiration date, and set forth a copy of the policy or the substance thereof.
32. State the times when prior to the commencement of this action plaintiff(s) paid the alleged loss under the aforesaid policy and state the amount paid by the plaintiff(s) to its assured under said policy.
33. State the date when any proof of loss and/or subrogation receipt were made or became effective. Set forth a copy thereof.

PLEASE TAKE FURTHER NOTICE, that in the event of plaintiff's failure to comply with the foregoing demand within twenty (20) days, the defendant will move to preclude the offering of any evidence as to the matters herein demanded, together with the costs of such

application.

Dated: New York, New York
July 26, 2007

Yours etc.,
THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that pursuant to FRCP Rule 26, the defendants, MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC., demands that all parties serve upon the undersigned, copies of any statement(s), written or otherwise recorded, of the party represented by the undersigned concerning the issues involved in this action; and that failure to produce said statement(s) will result in the parties being precluded from its use at the trial of this action.

PLEASE TAKE FURTHER NOTICE, that in the event of a failure to comply with the foregoing demand within twenty (20) days, the defendant(s) will move to preclude the offering

of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that pursuant to FRCP Rule 26, you are hereby required to serve upon the undersigned within twenty (20) days after the receipt of this notice, the following:

- A) The names and addresses of all witnesses to the accident whether obtained by investigation or otherwise.
- B) The names and addresses of any and all notice witnesses to the alleged defective condition set forth in the plaintiff's Complaint.

PLEASE TAKE FURTHER NOTICE, that in the event of a failure to comply with the foregoing demand within twenty (20) days, the defendant(s) will move to preclude the offering

of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that pursuant to FRCP Rule 26, all parties are hereby required to serve upon the undersigned within twenty (20) days after the receipt of this notice, the following:

Copies of any and all photographs which depict the scene of the accident or occurrence or injuries or damage sustained by the plaintiff(s).

PLEASE TAKE FURTHER NOTICE, that in the event of failure to comply with the foregoing Demand within twenty (20) days, the defendant(s) will move to preclude the offering

of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that pursuant to FRCP Rule 26, all parties are hereby required to serve upon the undersigned within twenty (20) days after the receipt of this notice, the following:

The names of the attorney(s) for each party in this litigation.

PLEASE TAKE FURTHER NOTICE, that in the event of plaintiff's failure to comply with the foregoing demand, the defendant will move to preclude the offering of any evidence as

to the matters herein demanded, together with the costs of such application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that pursuant to FRCP Rule 26, the defendants, MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC., hereby demands that you furnish the undersigned attorney for the defendants, MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC., within twenty (20) days of the service of this Demand, the following:

1. Identify each person whom you expect to call as an expert witness at trial;
2. Disclose in reasonable detail the subject matter on which each expert is expected to testify;
3. Disclose the substance of the facts on which each expert is expected to testify;
4. Disclose the substance of the opinions on which each expert is expected to testify;
5. Disclose the qualifications of each expert witness;
6. Set forth a summary of the grounds for each expert's opinion.

PLEASE TAKE FURTHER NOTICE that this demand shall be deemed to continue during the pendency of this action, including the trial thereof, and if you fail to comply with this

demand, a motion will be made seeking an Order precluding you from introducing the testimony of any undisclosed expert at the trial of this action upon the grounds of your non-compliance.

PLEASE TAKE FURTHER NOTICE, that in the event of a failure to comply with the foregoing demand within twenty (20) days, the defendant(s) will move to preclude the offering of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York

July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

TO:

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE FURTHER NOTICE, that pursuant to FRCP Rule 26, you are hereby required to serve upon the undersigned, within twenty (20) days after the receipt of this notice, copies of any written report of an accident prepared in the regular course of business operations or practices of any person, firm, corporation or police officer unless disclosure of the police report would interfere with criminal prosecution or investigation.

PLEASE TAKE FURTHER NOTICE, that in the event of a failure to comply with the foregoing demand within twenty (20) days, the defendant(s) will move to preclude the offering

of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE that demand is hereby made upon you, pursuant to FRCP Rule 26 to produce and permit defendants, MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC., or the undersigned attorney for the defendants, MAYRICH CONSTRUCTION CORP. and F.J. SCIAME CONSTRUCTION CO, INC., to inspect and copy the contents of:

- A) Each and every primary, contributing and excess insurance agreement under which any person carrying on an insurance business may be liable to indemnify any party for part or all of any loss giving rise to this action or to indemnify or reimburse the plaintiff(s) for payments made as a result of said loss.
- B) Each and every insurance agreement in which the insurer is the real party in interest in this action.

PLEASE TAKE FURTHER NOTICE, that in the event of a failure to comply with the foregoing demand within twenty (20) days, the defendant(s) will move to preclude the offering of any evidence as to the matters herein demanded, together with the costs of such application.

Dated: New York, New York

July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
Michael J. Pearsall (MJP 9606)
110 William Street
New York, New York 10038-3901
(212) 809-8000
Our File # NYNY Unassigned

TO:

Robinson & Cole, LLP
Attorney for Plaintiff
885 Third Avenue, 28th Floor
New York, New York 10022
(212) 451-2999

Gogick, Byrne & O'Neill, LLP
Attorney for Defendant
CANTOR SEINUK GROUP, INC.
11 Broadway, Suite 1560
New York, New York 10004-1770
(212) 422-9424

LANGAN ENGINEERING & ENVIRONMENTAL SERVICES, INC.
360 West 31st Street
New York, NY 10001

POLSHEK PARTNERS
320 West 13th Street
New York, New York 10014

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X

HARTFORD FIRE INSURANCE COMPANY a/s/o
LYCEE FRANCAIS DE NEW YORK,

Plaintiff,

07 CIV 4084

-against-

MAYRICH CONSTRUCTION CORP., LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES,
INC., F.J. SCIAME CONSTRUCTION CO., INC.,
POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE, that pursuant to FRCP Rule 26 you are hereby required to produce and permit discovery by defendant(s) or their attorneys, THE LAW OFFICES OF EDWARD GARFINKEL, or someone acting on their behalf, of the product which is the subject matter of this lawsuit, at a date, and time to be designated.

Said inspection is to be made at the site where said product is presently located, provided that notice of that location is furnished to the undersigned at least ten days before date to be designated.

PLEASE TAKE FURTHER NOTICE, that in the event that said product or any components thereof are not available, in the possession or under the control of the plaintiff(s), or are no longer in the same condition as immediately following the alleged accident herein, all documents, photographs, reports, opinions and identity of experts, technicians or other like persons, and any other papers under the control of the plaintiff which reflect the conditions of

said product, parts of mechanisms immediately following the accident, are to be produced in place and instead thereof at the offices of THE LAW OFFICES OF EDWARD GARFINKEL, 110 William Street, New York, New York 10038, at a date and time to be designated.

Dated: New York, New York

July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

By: _____
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UNITED STATES DISTRICT COURT
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Plaintiff,

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ENGINEERING & ENVIRONMENTAL SERVICES,
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POLSKHEK PARTNERSHIP, LLP and CANTOR
SEINUK GROUP, INC.,

Defendants.

-----X

NOTICE TO PRODUCE PURSUANT TO RULE 26

COUNSELLOR(S):

PLEASE TAKE NOTICE, that pursuant FRCP Rule 26, that the defendant(s) herein demand(s) production of the following for inspection and photographing and/or photocopying:

Repair estimates and bills, along with cancelled checks, invoices, receipts and/or any other documents evidencing payment for the damage claimed and any proof of loss statement regarding same.

PLEASE TAKE FURTHER NOTICE, that the party served may submit copies of all documents requested, on or before the return date of this notice in lieu of personal appearance.

PLEASE TAKE FURTHER NOTICE, that in the event of plaintiff's failure to comply with the foregoing demand within twenty (20) days, the defendant will move to preclude the offering of any evidence as to the matters herein demanded, together with the costs of such

application.

Dated: New York, New York
July 26, 2007

Yours etc.,

THE LAW OFFICES OF EDWARD
GARFINKEL
Attorneys for Defendant,
MAYRICH CONSTRUCTION CORP. and
F.J. SCIAME CONSTRUCTION CO, INC.

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